

1901-039 Chancery Causes: Pennington Gap Improvement Co] vs Martha S. Sprinkle &
Lee Co. Martha S. Sprinkle vs. J. D. Pennington

CA-Contract Dispute

T-Property

-Deed

To the Hon. W. T. Miller, Judge of the Circuit Court for Lee County:-

Humbly complaining, your orator, the Pennington's Gap Improvement Company, a corporation organized under and doing business in the State of Virginia, would respectfully represent unto your honor and charge that on the 20th. day of April, 1891, it sold and delivered to one J. D. Pennington for the sum of \$377.25 to be paid as hereinafter mentioned, two certain lots or parcels of land lying and being the County of Lee, and town of Pennington Gap, Va., and known on the plat of said town of record in the County Court Clerk's office of Lee County, as lots No. 25 & 26 in block No. 5, plat No. One; that said J. D. Pennington was to pay said Company ~~for~~ said lots of land as follows, to-wit:

\$126.58 with interest in thirty days after April, 20th., 1891,

\$125.34 with interest in one year after April, 20th., 1891, and

\$125.33 with interest in two years after April, 20th., 1891; that he executed

^{377.25} and delivered to your orator his three notes for said amounts, and payable as aforesaid, which notes are here filed, Marked "A, B & C", and prayed to be considered as a part of this bill; that up to the present time there has been paid on said purchase price of said lots only the sum of \$60.00, on Oct. 1st., 1891; that the balance of the purchase price of said lots of land is still due and owing and unpaid to your orator; and that on the sale of said lots your orator executed and delivered to said J. D. Pennington a contract in writing, binding itself to make to him a deed to said lots of land with covenants of General Warranty, when the said purchase price was paid thereon; and that your orator has not at any time heretofore made to said Pennington, or to any other person a deed of conveyance of said lots of land; but on the contrary the legal title to said lots of land is now and ^{during} ~~was~~ all the time from the 20th. day of April, 1891 till the present, ^{was} is in your orator.

Your orator will further charge and aver that soon after it had made its said sale of said lots of land to the said J. D. Pennington, he exchanged the same ~~with~~ for other lands to one H. L. and Martha S. Sprinkle, or at least sold the same to them in some way; that said Sprinkles took possession of the same and made permanent and valuable improvements thereon, and now occupies and lives on the same, claiming it as their own by virtue of their purchase from the said Pennington.

Your orator will further represent and alledge, that as it has not heretofore made the said Pennington a deed to said lots of land, it has made and acknowledged and here files as an escrow deed, marked "D", its deed to said lots of land, to be delivered to the said J. D. Pennington, on receipt of the

payment of the balance of said purchase money.

Now the premises considered, your orator is advised that it has a lien on said two lots of land to the extent of the purchase money yet due thereon, capable, however, of being enforced only in a Court of equity; and it is advised and here charges that there are no other liens on said lots of land, than this of your orator. But if there should be, your orator is advised that its lien is first and prior to all others.

The prayer therefore of your orator is that the said J.D. Pennington, H.L. Sprinkle and Martha S. Sprinkle each be made parties defendants to this bill of complaint; that they each be required to answer the same fully and completely and specifically; ^{on oath} that on a hearing of the same, your orator be decreed to have a first lien on said lots of land; that if here after found necessary, all proper accounts be taken by one of your honor's commissioners; and that if said sum of money be not paid to your orator, then said lots of land by a commissioner be sold to pay the same and the costs of this suit. ~~And it will ever pray etc.~~ And that all other, further and general relief be granted to it as the nature of its cause may require to fully comport with the rules of equity. And it will ever pray etc. May Spa. issue etc.

Pennington Bros P.O.

Pennington's Safe
Improvement Co.
of Rice in Lehigh
Martin S. Sprinkler et al

\$126.58

Pennington's Gap, Lee Co., Va., April 20 1891

Thirty days after date, with interest from date, I

promise to pay to the order of Pennington's Gap Improvement Company One

Hundred and twenty-six and 67/100 DOLLARS,

negotiable and payable at Powers Valley Bank, being the cash

~~payment~~ deferred installment of the purchase price of Lots No. 25 & 26, in Block No. 5,

Plat No. One, of the town of Pennington's Gap, and I hereby waive the benefit of all Homestead exemptions as to this debt, and I agree that if suit is brought on this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount due.

J. S. Pennington

Due May 20 1891

Address,

See Oct. 14th p 60⁰⁰

A

\$ 125.34

Pennington's Gap, Lee Co., Va.,

April 20 1891

One year after date, with interest from date, 8

promise to pay to the order of Pennington's Gap Improvement Company One

Hundred and twenty-five and $\frac{34}{100}$ DOLLARS,

negotiable and payable at Powers Valley Bank being the 12th

deferred installment of the purchase price of Lot No. 25 + 26, in Block No. 1,

Plat No. One of the town of Pennington's Gap, and 2 hereby waive the benefit of all Homestead exemptions as to this debt, and 2 agree that if suit is brought on this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount due.

J. D. Pennington

Due April 20 1892.

Address,

B

the
will make the
no let head si line if such is pro
known out to keep a property

o. l. n.

Address

Due

due

off the to
this date

For the

order

negd

\$ 125.33

Pennington's Gap, Lee Co., Va., April 20 1891

Two years

after date, with interest from date, L

promise to pay to the order of Pennington's Gap Improvement Company One

Hundred and twenty-five and ³³/₁₀₀ DOLLARS,

negotiable and payable at Powell Valley Bank, being the 249

deferred installment of the purchase price of Lots No. 25 & 26, in Block No. 3,

Plat No. 1, of the town of Pennington's Gap, and L hereby waive the benefit of all Homestead exemptions as to this debt, and L agree that if suit is brought on this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount due.

J. L. Pennington

Due April 20 1893.

Address,

le

This Deed, made this the 17th day of September A. D., 1890, by and between the PENNINGTON'S GAP IMPROVEMENT COMPANY, of Pennington's Gap, Virginia, a corporation organized and existing under the laws of Virginia, by W. H. Pennington, its attorney in fact [which power of attorney is of record in the County Court Clerk's office of the County of Lee and State of Virginia, in deed book, No. 25, page 580-1], party of the first part and

James S. Pennington of Lee County, Virginia; party of the second part:

WITNESSETH, That for and in consideration of the sum of Three Hundred Seventy-Seven & 25/100 Dollars (\$ 377.25), cash in hand paid the receipt of which is hereby acknowledged, the said party of the first part, ~~subject to the condition hereinafter mentioned, which is agreed to be a condition precedent to the vesting of title to the land herein described,~~ DOth GRANT and CONVEY unto the said party of the second part with covenants of GENERAL WARRANTY Two certain lot or parcel of land, lying and being in the town of PENNINGTON'S GAP, VIRGINIA, and shown upon the plat of said town, marked "Plat No. One" of Pennington's Gap Improvement Company and recorded in Lee County Clerk's office, and on said Plat No. One, known as Lot No. (25) Twenty-five in Block No. Five, and fronting on Joslyn Avenue thirty-three & one-third feet and running back One hundred & five feet; Lot No. Twenty-Six in Block No. Five, and fronting on Joslyn Avenue thirty-three & one-third feet and running back One hundred & five feet; Lot No. Twenty-Seven in Block No. Five, and fronting on Joslyn Avenue thirty-three & one-third feet, and running back One hundred & five feet; Lot No. Twenty-Eight in Block No. Five, and fronting on Joslyn Avenue thirty-three & one-third feet, and running back One hundred & five feet;

TO HAVE AND TO HOLD said lot or parcel of land, together with all their appurtenances unto the said party of the second part his heirs and assigns in fee simple: ~~Provided, always, nevertheless, and upon condition that said party of the second part, his heirs or assigns, or either of them, shall not sell, any wine, whiskey, brandy, beer, or any other intoxicating liquors, nor permit the same to be done by another upon the premises aforesaid, or upon either or any part of either of them within three years from the 6th day of October, 1890. And the said party of the second part do hereby agree with said party of the first part, that if his heirs or assigns should break the condition aforesaid, the said party of the first part, its successors or assigns, at any time afterwards, shall and may re-enter upon said lot or parcel of land, and the same again have, re-possess and enjoy, together with all improvements put thereupon, as of its former estate and free from all claims and rights of said party of the second part or of his heirs or assigns.~~

IN TESTIMONY WHEREOF, the said Pennington's Gap Improvement Company has caused its corporate name to be hereunto signed and its corporate seal hereunto affixed by its said attorney in fact the day and year first above written.

PENNINGTON'S GAP IMPROVEMENT COMPANY,

By W. H. Pennington Attorney in Fact.

STATE OF VIRGINIA, } To-wit:
COUNTY OF _____

I, _____, a _____ for the county aforesaid and State of Virginia, do certify that _____, whose name is signed to the writing above, bearing date on the _____ day of _____, 189 _____, has acknowledged the same before me in my county aforesaid; and I do further certify that said _____ has also acknowledged before me in my county aforesaid, that the seal affixed to said writing is the corporate seal of the Pennington's Gap Improvement Company; that the said writing was signed by him as the attorney in fact of said company; that he stated and acknowledged that he is duly authorized to sign and seal the above writing; and that the same is the act and deed of said company.

Given under my hand, this the _____ day of _____, 189 _____

STATE OF VIRGINIA, } To-wit:
COUNTY OF LEE.

In the Clerk's office of the County Court of Lee County the _____ day of _____ 189 _____, the foregoing deed was presented and admitted to record, together with the certificate of acknowledgement thereunto annexed, and was recorded on the _____ day of _____, 189 _____, in Deed Book No. _____, page _____.

Teste: _____ Clerk.

No. 2.

DEED.

PENNINGTON'S GAP IMPROVEMENT COMPANY.

TO

Wm. Pennington & Co.

of

the

County of ... State of ...

Witness my hand and seal this ... day of ... 18...

To the Hon. W. T. Miller, Judge of the Circuit Court for Lee County:-

Humbly complaining, your oratrix, Martha S. Sprinkle, a citizen of said County of Lee, would respectfully represent unto your honor that, on and prior to the 11th day of May, 1891, she was the fee-simple owner of a tract or parcel of land, lying and being in Lee County, in the "Pocket" country, and in Wolf Harbor, containing 72 acres; that, on the same day James D. Pennington represented to your oratrix that he was the fee-simple owner, of two certain lots or parcels of land, lying and being in the town of Pennington Gap, Lee County, Virginia, and known as lots Nos. 25 & 26 in block No. 5, in plat No. one; that on said day of May, 1891, she and the said Pennington exchanged said lots or parcels of land with each other; that your oratrix was to give the said Pennington her said tract of land, rated at \$10/00 per acre for said Pennington's said two lots, rated at \$400.00; that at the time of said exchange, the said Pennington executed to your oratrix a note for, as she now remembers for \$320.00, which was the difference he was to pay ~~her~~ in said exchange, which note she assigned to one W. C. Parsons; that she is informed and alleges that the said Pennington has paid off said note to said Parsons; that at the time said exchange was made it was known to both Pennington and your oratrix, that he, the said Pennington owed to the Pennington's Gap Improvement Company, from whom he had purchased said town lots the sum of \$377.25 with interest thereon from the 20th day of *April*, 1891 subject to a credit of \$60.00, paid to said Company on the 1st day of Oct., 1891; that said Company had a vendors' lien on said two lots of land to the amount of said unpaid purchase money, due as aforesaid to it; that by the terms of the Contract between the said Pennington and your oratrix, in making said exchange, he, the said Pennington was to pay said Company said amount due it; that at the time said exchange was made, said two lots were unimproved; that your oratrix immediately after said exchange was made took possession of said two lots, and since has built and made thereon permanent and valuable improvements, costing her somewhere about \$1000.00; that she put said Pennington into the possession of said 72 acre tract of land, and he now occupies and has in possession the same; that the said Pennington up to this time has failed and refused to pay to the said Company, said amount of money due to it, and it has brought a suit in the Circuit Court of this County, on the bankruptcy side thereof to enforce its lien on said two lots of land; that at the time said exchange was made, your oratrix executed and delivered to said Pennington a title bond, binding herself to make to said Pennington a deed to said 72 acres of land, but it was agreed and understood between her and him at the time, if the same is not done

the face of the bond, so shown, that she was not to make to him a deed for said land until he had paid to said Company the said amount of money going to it; that, likewise, he the said Pennington, at the time said exchange was made, executed and delivered to your oratrix his title bond, binding himself to make to her his deed to said two lots, with covenants of General warranty, which title bond is here filed, marked "A", and prayed to be taken as a part of this bill of complaint; and that he, the said Pennington has not made and executed to your oratrix a deed to said two lots with covenants of General warranty; and that she has made and executed, with her husband, H.L. Sprinkle, a deed to said 72 acre tract of land, which she here files as an escrow deed to be delivered to the said Pennington, in the event he, pays to her, or to the said Company, said amount of money, heretofore shown to be due it, which deed is marked "B", and prayed to be made a part of this bill.

Your oratrix will further charge and allege that she with her family now resides on said two lots, and the same is her only home; that she has not the money, nor has she been able to borrow from her friends the money with which to pay off said lien going to said Company; that all real estate in said town does not, nor will sell on any terms for any thing like its value or cost; that, if the said Pennington does not pay to said Company said sum of money going to it, her said two lots will have to be sold to pay the same; and that said Pennington is wholly insolvent-

Now from the foregoing premises, your oratrix is advised that she has a lien on said 72 acre tract of land for the said amount of money going to said Company, and the costs of the suit, which it has brought to enforce its said lien on said two lots; that, since times are close with reference to money matters and town property will not sell for any thing like its value, the proceedings and suit of said Pennington's Gap Improvement Company against your oratrix and the said Pennington, now pending in said Court to enforce its said lien on said two lots will be stayed, until she can have her rights determined herein and her said lien enforced on said 72 acres of land.

The prayer therefore of your oratrix is that the said James D. Pennington and the Pennington's Gap Improvement Company, a corporation, be made parties defendants to this bill of complaint; that the said Jas. D. Pennington be required to answer the several allegations of this bill fully and completely on oath; that said Company be required also to answer the same, but it need not do so on oath, that being expressly waived; that your oratrix be declared to have a

lien on said 72 acre tract of land for the sum of \$ with interest thereon from the day of 1891, subject to a credit, Oct., 1st., 1891 of \$60.00; that the said Pennington's Gap Improvement Company be enjoined and inhibited and restrained from farther proceeding in its said suit, until the rights of your oratrix are settled herein, and her lien be enforced against said 72 acre tract of land; that said 72 acre tract of land be decreed to be sold by the Court's commissioner to pay said sum of money; that the money arising from such sale be applied to the payment of said Company's said lien on said two lots; and the costs of said Company's suit said suit; that on the payment of said sum of money to said Company, its said lien on said two lots of land be for ever released and discharged; that all necessary and proper accounts be taken and reported herein. And that all other and further and general relief be granted your oratrix, which may be necessary to meet the demands of justice. And your oratrix will ever pray etc. May Spa. issue etc.

Pennington Bros.

P.Q.

Martha S. Sprinkle
of Sicca Chauncy
James D. Pennington

Know all Men by these Presence that
I Jas. D. Permyton am held and bound
unto Martha S. Sprinkle in the Sum of
Eight hundred dollars to which I myself
bind myself him & family by these presence
Witness my hand and Seal this May
11th 1891. James D. Permyton.

The Condition of the above obligation is that
that-whereas the above bound James D. Permyton
has this day sold unto the said Martha S.
Sprinkle two lots in the town of Permytons
Lup and Situate as follows. Lying on
the north of Jackson Avenue and being
the two lots numbered 25 & 26 in Plot
No. 1. and the said Martha S. Sprinkle
having this day fully paid to said Permyton
the Purchase price of four hundred
dollars for said two lots the said Jas.
D. Permyton binds himself to make to
said Sprinkle a deed of General warranty
within ~~three~~ months from this date

Witness
L. M. Zion

James D. Permyton

James D. Remington
To { Little Band

Martha S. Spunkle

Pennings Gaff. Supp. 10. Dec. Compt.

vs

Martha S. Sprinkle et al 'Defts

and

Martha S. Sprinkle Compt.

vs

J. D. Pennington et al Defts

These causes came on again
the papers formerly read therein and
to be heard upon the reports of

Cour. E. H. Pennington filed in
these causes on Dec. 4th 1900

and Dec. 20th 1900, and

was argued by counsel: On

consideration of all which and

said reports being unexcepted

to, it is adjudged ordered

and decreed that each of

said reports be read and

hereby confirmed; and it ap-

pearing from said report filed

in this cause on Dec 20th

1900, that the full purchase

of the lots of land had been

made by Martha S. Sprinkle the

through H. W. Burgin, Bartholomew Burgin and Francis E. Burgin

purchase thereof, it is further

appearing by a writing signed

by her and filed in these

causes that she desires and

to said lots of land to be made to

Wm. G. Burgin, Barthol² E. Burgin and
 Francis E. Woodward, it is further
 adjudged ordered and decreed that
 E. H. Pennington who is hereby ap-
 pointed a special commr. for the
 purpose will make & deliver to
 said Wm. G. Burgin, Barthol² E. Bur-
 gin and Francis E. Woodward a
 deed to said lots No. 25 and 26
 in block No. 5 in the town of
 Pennington Gap, T², which ~~is~~ ^{deed, not being}
 made as aforesaid is hereby
 ordered to be and ~~that~~ ^{is} confirm-
 ed; and said Burgins and Wood-
 ward will pay said Pennington
 for his services as such commr.
 five dollars. And this cause
 is ~~permanently~~ ^{is} stricken from
 the docket

E. H. Pennington
 Wm. G. Burgin
 Barthol² E. Burgin
 Francis E. Woodward
 E. H. Pennington
 Deed to said

Entered on May 11th
 No 6 Pages 487 & 488.

Entered on
 March 4th 1901
 J. A. W. O. L.

Dunington Gap Improv^{co}
vs
Martha S. Sprinkle et al
Martha S. Sprinkle
vs
Dunington

To the Hon. H. A. H. Green
Judge of the circuit court for
Lin. county.

Your undersigned counr.
begs leave to report that
Martha S. Sprinkle, who
bought lots 25 + 26 in block
No. 5 as shown in my
report filed in this cause
on Feb. 21st 1899, has
paid to your counr. through
Mr. G. Burgin, Bartlett Bur-
gin and Francis Woodward
her two notes on Nov. 24th
1900, which on that day
amounted to \$182.10; this
sum your counr. has paid
to the Dunington Gap Improv.
co. Your counr. will further
show unto your honor
that said Martha S. Sprinkle
has made to said Burgins
and Woodward a deed to
said lots of land and has
signed a writing which
is here filed requesting

Your honor to have a
deed made to said lots
of land to said Wm. G. and
Dorothy Bargain and Francis
Hoodward instead of to
herself. Now since all
the purchase price of
said lots are made,
your Court recommends
a deed to be made
as above for the same
all which is submitted
This Dec. 4th 1900.

E. H. Pennington
Spec. Commr.

P. L. S. L. S. L. S.
vs.
Martha S. Sprinkle
Martha S. Sprinkle

vs.
J. D. Pennington & Co

Report of payments
by Martha S. Sprinkle

Filed Dec 24/1900

Dunnington vs Sprinkle Campth:

vs.

Martha S. Sprinkle Deft

and

Martha S. Sprinkle Campth

vs.

J. S. Dunnington et al Defts

In Chancery

This cause came on again this day to be farther heard upon the papers formerly read therein and the report of Comr. E. H. Dunnington of his deed to Nancy C. Zion filed in this cause today, and was argued by counsel. Said report and deed being accepted to, on consideration of all which said report and deed is hereby confirmed; and said Zion on the payment to said Dunnington for his services as such Comr. may withdraw said deed from the files of this suit. And this cause is continued.

J. Gay Surpless

vs
Martha S. Sprinkle
and

Martha S. Sprinkle

vs
J. S. Punnett & Co.

Deceit

See Cat. 6p. 201.

Enter this

Nov. 15-1898.

117 2101

Pennington's Exp Imps. lco, Comptk
vs.

Martha S. Spinklee et al, Deft.
and

Martha S. Spinklee Comptk
vs.

J. S. Pennington Deft

In Chancery

~~This cause~~ On motion of
the Comptk. in these causes, the
so much of the
order entered therein on Nov. 10th 1898
continuing the same is hereby set
aside; and thereupon these causes
come over this day to be further
heard upon the papers formerly
read therein, and the report of Coun.
E. H. Pennington this day filed, show-
ing the full payment by Nancy C.
Zion of the deferred payments on
the purchase price of the 72 acre
tract of land mentioned in the pro-
ceedings of said causes; ^{and was argued by counsel} On consid-
eration of all which, and said re-
port being excepted to, it is
adjudged, ordered and decreed
that said report be and is now
confirmed; and it is further ad-
judged, ordered and decreed that
E. H. Pennington, who is hereby

appointed a special commis-
sioner for the purpose will
as soon as practicable make
to said Nancy C. Zion a deed
to said 72 acres of land with
metes and bounds and with cove-
nants of special warranty and
report his action to court, and
until the coming in of such
report this cause is passed.

Ben. G. Simpson, Co.
vs. J. Bruce
Martha S. Spinklee

Ex. C. O. B. 6 p. 183.

Enter this
Nov. 12/98.
W. J. M.

Dunnington's Gap

Improvment Ltd., Campbell.

vs.

Martha S. Sprinkle et al Defts.

and

Martha S. Sprinkle Comph

vs.

J. D. Dunnington Deft

These causes came on again to be heard upon the papers formerly read therein, and the report of sale of the 7 1/2 acre tract of land mentioned in said last stated case, by Comm. E. H. Dunnington, filed herein on Sept. 7th 1898, and was argued by counsel: On consideration of all which ~~said report and sale~~, and for reasons appearing to the Court, it is adjudged, ordered and decreed that said report and sale be and is hereby affirmed. And said Commissioner will pay to those entitled the costs in his hands. And it is further ordered, and decreed that when the purchaser Mrs. Nancy C. Zinn, pays the two deferred payments on her said

purchase, said Court. Pennington
will pay the same to the Pennington's
Gap Improvement Company, and
report to Court his action.
And this case is continued.

Pennington Gap Impro. Co.
vs
Martha S. Sprinkle & Co
and
Martha S. Sprinkle
vs
J. S. Pennington
Ex. Cor. 6p. 196

Enter This
Nov. 10 1898.
W. L. M.

Punnington's Gap Improvement Co., Compt.
vs.

Martha S. Sprinkle et al Defts
and

Martha S. Sprinkle Compt.

vs.

Jos. S. Punnington Deft.

the balance

For reasons appearing to the Court it is ordered that these causes be brought on to be heard together; and they coming up this day to be heard upon the bills of the Complainants in each cause and exhibits filed therein, and it appearing that process has been duly served for more than fifteen days before the first day of this term of the Court and the defendants failing to appear in either of said causes, on motion of the Complainants their respective bills are taken for confessed as to the defendants in each. And on consideration of all which and for reasons appearing to the Court it is ordered, adjudged and decreed that the Punnington's Gap Improvement Company recover from the said Jos. S. Punnington the sum of \$377.25 with

legal interest thereon from the
20th day of April, 1891 till paid and
the costs in said first named suit;
which sum and interest thereon is
a first lien on the house and lots
mentioned in said first styled
cause; and that Martha S. Sprin-
kle recover from the defendant
Jos. S. Pennington the sum of \$400⁰⁰
with legal interest thereon from the
11th day of May, 1891 till paid and the
costs of said second named cause;
~~and it is further adjudged, ordered~~
~~and decreed that if the said~~
which sum and its interest is ad-
judged to be a ^{first} lien upon the tract
of land mentioned in said last
styled cause; and it is further ad-
judged, ordered and decreed that
if the said Pennington does not or
some one for him pay said sum
decreed against him in favor of
said Company within 30 days from
this date, then E. W. Pennington, who is
hereby appointed a special Com-
missioner for the purpose, will
after advertising the time, terms and
place of sale for 30 days at the

front door of the Court house of this
County, and in some public place
in the town of Farmington Gap, Vt., and
in the neighborhood of said land, at
the front door of the Court-house of
this County on some Court day, at
public outcry and to the highest
bidder proceed to sell the land
in said last Cause mentioned
or enough thereof to pay said sum
owed to said Sprinkle and the
costs of this suit and Commissions
of sale on a credit of one and
two years except a sum suf-
ficient to pay the costs of these
suits and the Commissions of sale,
which he will require to be paid
down, and for the deferred payments
he will take bonds payable to him-
self bearing interest from date of
sale and requiring of the purchaser
good and sufficient personal secu-
rity; and when such deferred payments
become due he will collect the same,
and out of same pay enough to said
Company to discharge said recovery
in its favor, and the residue if any
he will pay to said Sprinkle. And
if said tract of land should not

when sold as above directed bring
 enough to pay the costs of these suits
 and the Commission of sale and
 the said debt and its interest due
 to said Company, then the said
 Commissioner will in the same
 manner and on the same terms as he
 is directed to sell said tract of land
 mentioned in said second styled
 cause proceed to sell enough of the
 lots of land mentioned in said
 first styled cause to pay any resi-
 due due to said Company; and he
 will report his action to Court. But
 before proceeding to execute the
 terms of this order, the said Puni-
 ton will execute bond before the
 Clerk of this Court in a penalty
 of \$700⁰⁰ conditioned as the law
 requires in such cases. And this
 cause is continued.

Pres. Exp. Imp. Co.

v7

Martha S. Spinklee & Co.

and

Martha S. Spinklee

vs. J. S. Punington

Com. for sale

O.B. P. 253

X

Entered this Nov 1895.

Pennington's Gas Impro.Co...

Complt.

vs.

Martha S.Sprinkle et als.

Defts.

and

Martha S.Sprinkle

Complt.

vs.

J.D.Pennington et als.

Defts.

In Chancery.

To the Hon.Wm.F.Miller.Judge of The Circuit Court for Lee County:

Pursuant to an order entered in the above styled causes.on the 9th.day of Nov..1895.your undersigned.who was appointed a special commissioner to make sale of the 72 acre tract of land mentioned in said causes.begs leave to report that this land is situated in the Pocket country.and is steep and unimproved.and has been exceedingly hard to find a purchaser for the same. But your commissioner.according to and as required by the terms of this said decree has repeatedly advertised the time,terms and place of sale of said land.but never could get any one to bid on said land.until finally on the 18th.day of April..1898.that being a court day.in the presence of a large crowd of people.and it being a day advertised for the sale of said land.again offered said land for sale at the front door of the court-house of this county.at public outcry.and after some bidding said land was knocked off to one R.J.Wood.she being the highest bidder for the same. But she after being given ample time and opportunity.failed and refused to comply with the terms of said decree and to complete her purchase by paying to your commissioner the costs of suits and commissions of sale and executing bonds or notes for the deferred payments *as required by said decree*. So matters went on.until this the 25th.day of August.1898.when Mrs.Nancy C.Zion privately offered your commissioner \$152.00 for said land.which offer was accepted on condition your honor would approve and confirm the sale to her. She has paid down to your commissioner \$61.95.a sum sufficient to pay the costs of said suits and commissions of sale.and executed and delivered to your commissioner her two bonds for \$45.00 each.bearing interest from ~~Augt.~~ *Augt.* 25th..1898.payable in one and two years respectively.and with A.L.Zion and M.W.Zion as her sereties.which *are* ~~deemed~~ *deem* good. Now your commissioner begs leave to recommend that said sale to said Nancy C.Zion be approved and confirmed to her.because he thinks

the price offered is as much, if not more than any other will give for said land again. Said bonds are here filed for the inspection of the court.

All which is respectively submitted, this the 2th. day of August, 1898.

E. W. Pennington

Special Commissioner.

Received from E. W. Pennington, comr. in the said two chancery causes.-----

----- dollars, my fees and costs in said two causes.

This the ----- day of ----- 1898.

-----:-----:-----

Received from E. W. Pennington, comr. in the said two chancery causes.-----

----- dollars, my fees and costs in the same.

This the ----- day of ----- 1898.

-----:-----:-----

Retained out of the sum paid me as costs and commissions, thirty dollars: attys.

fees, and \$7.10 commissions. This the day of ----- 1898.

-----:-----:-----

Proc. Gap Impro. Co.

vs { Report of
Sale

Martha S. Sprinkle & Co

Filed Sept 7th 1898.

A. B. Munsey Clerk

Perrington's Gap Impro. Co.

vs.

Martha S. Sprinkle et al

and

Martha S. Sprinkle

vs.

J. D. Perrington

In Chancery

To the Hon. W. J. Miller, Judge of the
Circuit Court for Lee County

Your undersigned Comr. begs
leave to report that Nancy C.
Zion, the purchaser of the
7 1/2 acre tract of land in my
report of sale mentioned, has
to day paid me the deferred
payments, which to day amounted
to \$91.40; and she is now entitled
to a deed to said land and pos-
session. All which are re-
spectfully submitted this the
12th day of Nov. 1898.

E. H. Perrington Comr.

Recd. of E. W. Pennington comr. in the within
styled cause Minty - one & ⁴⁰/₁₀₀ dollars (\$91.40)
This Nov. 13/99.

Pennington Bros. attys
for F. G. I. Ltd.

Pen. & Co. Suprs. Ltd
vs } Report of
paymaster

Mentha S. Sprunk

Filed Nov. 12/98.

A. B. Munnery

Clerk

Punington Sup. Supro. l'ed. Comptk.

vs.

Martha S. Sprinkle et al Deft.

and

Martha S. Sprinkle Comptk

vs.

J. S. Punington et al Deft.

To the Hon. H. A. Miller, Judge of the
Circuit Court for Lee County.

Your undersigned, who was
on the 12th day of this month ap-
pointed a Special Commissioner
for the purpose of making a deed to
Nancy C. Zion to the 72 acres of
land in said census mentioned, begs
leave to report that he has made
such deed and here files the
same for your inspection.
All which is respectfully submitted.
This Nov. 15th 1898.

Ed. H. Punington
Comr.

In Chancery

Pen. Gaspardus Lee

^{vs}
Martha S. Sprinkle

Report of Seed

Filed Nov. 15/98.

A. B. Murree, Clerk

Pennington Sup Surprs. Co

vs

J. D. Pennington et al

and

Martha S. Sprinkle *

vs.

J. D. Pennington et al

To the Hon. H. A. H. Skees
Judge of the Circuit Court
for the County.

Your undersigned who
was in said causes appointed
a special commissioner to sell
certain lands therein men-
tioned by leave to report
that he made, on January
16th 1899 at the front door
of the Court-house of this
County, (that day being a court
day) at public outcry to the
highest & best bidder, sale
of the two lots in said
cause known as lots No.
25 and 26 in block No. 5
of the Town of Pennington Sup
Surprs. Co., and, after trying said
sale for some time, said two
lots was knocked down to
Martha S. Sprinkle who was
the best and highest bidder
for the sum of \$177.20, - a

sum just sufficient to pay
the residue of said Perring-
ton's Genl Impro. Co's. Debt.;
that she paid down on costs
and charges of sale \$18.25 and
executed her two notes, with
H. L. & Hoff Sprinkle as
sureties, for the sum of
\$81.96 each and payable
in one and two years re-
spectively with interest
from their date, which
was Jan. 16th 1894. Your
Court recommends the con-
firmation of this Sale
as all parties ~~to~~ are thereby
as nearly as can be are
put in equity quo.

Respectfully submitted
this Jan. 20th 1894.

E. H. Huntington
Spec Comm.

177.20
+ 5.86 00

P. Gap Ins pro. Les
vs
Martha S. Sprinkle
Martha S. Sprinkle
vs

J. D. Cunningham

Report of sale of
Cts to Mrs. Sprinkle

Filed Feb 21st 1958
Dec. 4, 1958

LAND SALE!

Dunnington Gap Impro. Co

Martha S. Sprinkle et al

IN CHANCERY.

To carry out the decree entered in the above styled pending cause, on the 9th day of November 1895, now in the Circuit Court of Lee County, I will proceed at the front door of Lee courthouse on the 16th day of January 1899 and at public out-cry, to the highest bidder, to sell the following described property, to-wit:

Lots 25 & 26 in block no. 5 in the town of Dunnington Gap; and being the same house and lots in which the said defendant now lives

or enough thereof to pay \$382.08 and the costs of this suit and the commissions of sale, upon the following terms, to wit: Enough cash to pay cost and commission, and the remainder in two equal installments due in One & two years from the date of sale. The purchaser will be required to execute bonds bearing interest from the date of sale with good personal security.

E. H. Dunnington

Special Commissioner.

This 1st day of Dec 1898.

\$25.00 to be paid down.

This deed made and entered into, this the 7th day of October, 1895, by and between Martha S. Sprinkle and H. L. Sprinkle, her husband, parties of the first part, and Jas. D. Pennington, party of the second part; and all of Lee County, Va.:

Witnesseth, That for and in consideration of the sum of Seven hundred and twenty dollars in hand paid and secured to be paid, the receipt of which is hereby acknowledged by the said parties of the first part, they the said parties of the first part DO and each of them DOth hereby Give, Grant, Bargain, sell, convey and deliver to the said party of the second part a certain tract or parcel of land lying and being in Lee County, on the waters of the North Fork of Powels river, in the "Pocket" country, and on Wolf branch, and being the same land which was assigned to the said Martha, in the late chancery suit of Mathew W. Zion vs. J. W. Zion et als, which assignment and orders pertaining to the same are of record in the County Court Clerk's office of Lee County, in deed book No. 23, page 528-9, and is bounded as follows, to-wit: BEGINNING at "N", a chestnut and dead oak on top of a point or knob of Wolf Harbor ridge, corner to lot No. 3, thence with line of same S. 76 W. 135 poles to (5), a stake on top of Ridge and with same as it meanders S. 1 W. 19 poles to (D) a stake on a hill, S. 40 1/4 W. 13 ^{74/100} poles to a chestnut-oak, white-oak and spanish-oak, Judge Morgan's corner at (E), S. 5 1/2 W. ~~X~~ 15.92 poles to (6) a stake, thence leaving the top of ridge ^S 88 3/4 E. 170 poles to (7) a stake in line of Jas. Guillen's land, and with same N. 20 1/4 E. 42 poles to (J), a stake on a ridge, N. 18 ^{3/4} W. 20 poles to (K) a stake on top of ridge, N. 14 W. 12 poles to (L) a large white-oak on top of ridge, N. 38 1/2 W. 31 poles to (M), red oak, sourwood and chestnut on top of a point, S. 48 1/4 W. 16.56 poles to (N) the Beginning, and containing seventy-two acres more or less, together with all its appurtenances and appendages thereto connected, or in any wise pertaining. To Have and to hold the said tract or parcel of land and its appurtenances unto the said party of the second part and his heirs and assigns for ever in fee simple. And the said parties of the first part do hereby covenant with the said party of the second part, his heirs and assigns, that they will warrant GENERALLY the title to the said land herein conveyed.

Witness the following signature and seals of the said parties of the first the day and year first above written.

Martha S. Sprinkle (Seal).
H. L. Sprinkle (Seal).

Virginia, Lee County, to-wit:-

I W. K. Hopkins, a notary public, in and for the County and State aforesaid, do hereby certify, that Martha S. Sprinkle and H. L. Sprinkle whose names are signed to the writing above, bearing date on the 7th. day of October, 1895, acknowledged the same before me in my County aforesaid.

Given under my hand this the 24 day of October, 1895.

W. K. Hopkins N.P.

J. D. Pennington

From } deed

Martha L. Sprinkle

"B"

To the Hon. H. A. W. Sherr,
Judge of the Circuit Court for
Lin County.

As appears in the chan-
cery causes of the Pennington
Gap Improvement Co., vs. Mar-
tha S. Sprinkle et al, and
Martha S. Sprinkle et al vs.
J. D. Pennington et al, at a
sale made on the 16th day of
Jan. 1899 by Comm. E. H. Pen-
nington, I bought lots 25
+ 26 in block no. ~~four~~^{five} in
the Town of Pennington Gap,
Lin County, Va.; and whereas
I have this day sold and
conveyed my interest in
said lots of land to W. G.
Burgin, Sathuly E. Burgin
and Francis E. Headward,
I therefore direct that the
Court ^{please} make to Francis E. Head-
ward, W. G. Burgin and Sathuly
E. Burgin a deed to said lots
instead of to myself. This nov.
20th 1900. J

Martha S. Sprinkle

54
 #25.75-
 22.28
 #48.03

11.75

60
 1.50
 #2.10
 25.75

#74.25-
 2.10
 #72.15

Martha's Sprinkler Lot No. 4
Beginning at (M), a chestnut and
dead oak on top of a point or
spur of Wolf Harbor ridge
corner to Lot No. 3, thence with
line of same S. 76 W. 135 poles to
(5) a stake on top of ridge and
with same as it meanders S. 105
19 poles to (D) a stake on a hill
S. 40 1/4 W. 13. 76 poles to a chest-
nut-oak, white oak and Span-
ish-oak, Morgans corner (at (E)
S. 51 1/2 W. 15. 92 poles to (6) a
stake thence bearing top of ridge
S. 88 3/4 E. 170 poles to (7) a stake
on a line of James Guillem's
land and with same N. 20 1/4 E. 142
poles to (8) a stake on a ridge, N. 18 3/4
W. 20 poles to (K) a stake on top of
ridge N. 14 W. 12 poles to (L) a large
white oak on top of a ridge, N. 38 1/2
W. 31 poles to (M), a red oak surrounded
by chestnut on top of a point, S. 48 1/4 W.
16. 56 poles to (N) the beginning con-
taining 72 acres more or less.

Being the same land as assigned
to said Martha in the Cause of
Matthew H. Zinn vs. P. M. Zinn &c
also, (see deed book no. 23 page 529)

Nov. 21/98.

Recd. of E. H. Pennington cur. in
the Chancery cause of Pennington's
Gap. Imp. Co. vs. ~~Martha S.~~
Sprinkle et al and Martha
S. Sprinkle et al. vs. J. S.
Pennington fourteen + $7\frac{1}{2}\%$ 00
dollars, my costs to Nov.
Term, 1898.

A. B. Munsey Clerk

Recd. of E. H. Pennington cur. in
the above named cause Two
dollars, my fees therein.

This Nov. 21/98

E. H. Pennington

Recd. in above styled cause
attys. fees Thirty dollars. This
Nov. 21/98. Paid by E. H. Pennington
Cur. &c

Pennington Bros.

Retained 5% com. on land sale
for \$152.00 = \$ 7.60

E. H. Pennington

14.27
20.00
2.00
7.60
454.37

Calculation

Auth. of notes

\$377.25

Auth. from 4/20/91 to 10/1/91

10.10

Len. 10/1/91

\$387.35

Auth to 8/25/98

\$327.35

Auth to 1/16/99 = on \$327.35

134.25

Cr. 8/25/99 by Mrs. Jones

\$461.60

G. by Hoad & McCormick debt

4.00

Accumulated costs

465.60

Comm. on \$168.77

90.06

Len. by cash 1/16/99

\$375.54

211.77

\$163.77

5.00

168.77

8.43

\$177.20

13.25

\$163.95

8.197

1899	1	16
1898	3	22
		22

\$196.43 Balance of H & M Co. debt.

107.01

\$14.72

62

10.34

196.43

211.77

98

62

LAND SALE!

Thos. J. Laundry & Machine Works
vs.
Martha S. Spruille et al.

IN CHANCERY.

Pursuant to a decree rendered by the Circuit Court of Lee County, Virginia, at the... *March*...

term, 1890/., in the above styled cause, the undersigned will, at public outcry, at the front door of the Court-house of said county, on the first day of the... *May*... term, 1890/., of the County Court of said county, proceed to sell, to the highest and best bidder, on a credit of... *One & two*...

... *years*... time, except so much as may be necessary to pay the cost of suit and expense of sale

(which are required to be paid in hand), the following described property: *to wit: That*

Certain tract or parcel of land lying and being in Lee County Va. in the Pocket Country, in Ralfe Farmer's Containing
is about two acres more or less and that was owned
by Martha S. Spruille and sold by her to James D. Pennington
and afterwards sold by J. W. Pennington, Commissioner
of the Virginia Land Office, or assignee of said tract of
land to pay the amount of said decree together with
the costs of suit and expense of sale.

For a more particular description of the foregoing property reference is here made to

the partition of the lands of A. D. Gion deceased & the
other title papers.

Bonds with good and approved personal security will be required of the purchaser for the deferred payments. This the *13th* day of... *April*... 1890/.

James W. Orr Commissioner.

The bond required by law has been given, *A. B. Murray* Clerk.

Quintessence,

Sold to Wm. L. D.
L. & M. Co. Inc.
May 20th 1901, for
\$100.00

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon *J. D. Pennington, H. L. Sprinkle and Martha S. Sprinkle*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *1st* Monday in *October*, 189*8*, to answer a bill in Chancery, exhibited against *them* in our said court by *The Pennington's Gas Improvement Company, a corporation organized and existing under the laws of Virginia*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *19th* day of *September*, 189*8*, and in the *12th* year of the Commonwealth.

A B Munsey Clerk.

SUPCENÁ

vs.

IN CHANCERY.

IN CHANCERY.
J. D. Pennington et al

P. Broo p. q.

To 1st Oct Rules,
Circuit Court.

Gravel Sept 24

1895 P. Dickinson
copy of sonnet
H. L. Sprinkle
master Sprinkle
J. D. Perrington
E. S. Packer \$8
for W. P. Master
S. L.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon

J. D. Pennington

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *1st* Monday in *October*, 189*8*, to answer a
bill in Chancery, exhibited against *him* in our said court by

Martha S. Sprinkle

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-
house, the *25th* day of *September*, 189*8*, and in the
11..... year of the Commonwealth.

A. B. Munsey Clerk.

Martha S. Sprinkle

SUPRENA

vs.

IN CHANCERY.

J. D. Pennington
P. Bros p. q.

To 1st Oct Rules,

Circuit Court.

Executed September 29
1895 By DeWitt
a copy of same to
J. D. Pennington
E. S. Tappan & S
for W. P. Weston
S L L

718
759
1477

108
108
138
354

Moore & Co
Platts Costs C & 4.80
Tax 1.00
Shiff 1.50
Atty 15.00
Estimate 5.00

\$26.80

Sprinkles suit 26.00

Booth \$5.280

accumulated costs

to Moore Term 1898 C 288

Prinnington's Sup. Inpro. Co.

vs Bill In Chancery

Martha S. Sprinkles et al

1895-7st Oct rules bill filed

Spa presented + D. M.

" 2nd Oct rules D. M. Conf.

Causes set for hearing